

FEDERAL BUREAU OF INVESTIGATION
**NONDISCLOSURE AGREEMENT FOR JOINT TASK FORCE MEMBERS,
CONTRACTORS, DETAILLEES, ASSIGNEES, AND INTERNS**

AGREEMENT

AN AGREEMENT BETWEEN _____ AND THE FBI

(Name of Individual - Printed or Typed)

As consideration for assignment in the Federal Bureau of Investigation (FBI), United States Department of Justice, and as a condition for continued assignment, I hereby declare that I intend to be governed by and I will comply with the following provisions:

1. That I am hereby advised and I understand Federal Law, including statutes, regulations issued by the Attorney General and Orders of the President of the United States, prohibit loss, misuse or unauthorized disclosure or production of information in the files of the FBI.

2. I understand that unauthorized disclosure of information in the files of the FBI or information I may acquire as a Task Force/Contractor employee of the FBI could result in impairment of national security, place human life in jeopardy, or result in denial of due process to a person or persons who are subjects of an FBI investigation, or prevent the FBI from effectively discharging its responsibilities.

3. I agree that all information acquired by me in connection with my duties while on assignment with the FBI and all official material to which I have access remains the property of the United States of America, and I will surrender upon demand by the Director of the FBI or his delegate, or upon separation from the FBI, any material relating to such information or property in my possession.

4. I understand the need for this secrecy agreement; therefore, as consideration for assignment, I agree that I will never divulge, publish, or reveal either by word or conduct, or by other means of disclosure to any unauthorized recipient without official written authorization by the Director of the FBI or his delegate, any information from the investigatory files of the FBI or any information relating to material contained in the files, or disclose any information or produce any material acquired as a part of the performance of my official duties or because of my official status. The burden is on me to determine, prior to disclosure, whether information may be disclosed and in this regard I agree to request approval of the Director of the FBI in each such instance by presenting the full text of my proposed disclosure in writing to the Director of the FBI at least thirty (30) days prior to disclosure. I understand that this agreement is not intended to apply to information which has been placed in the public domain or to prevent me from writing or speaking about the FBI, but it is intended to prevent disclosure of information where disclosure would be contrary to the law, regulation, or public policy. I agree the Director of the FBI is in a better position than I to make that determination.

5. I understand that these restrictions are consistent with and do not supersede, conflict with, or otherwise alter my obligations, rights, or liabilities created by Executive Order No. 12958; Section 7211 of Title 5, U.S.C. (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the FBI Whistleblower Protection Act (5 U.S.C. 2303, 28 C.F.R. Part 27) (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling. I further understand, however, that any such information that is disclosed pursuant to applicable federal law continues to be subject to this agreement for all other purposes, and disclosure to the appropriate entities provided by federal law does not constitute public disclosure or declassification, if applicable, of such information.

6. Violations of this agreement may constitute cause for revocation of my security clearance, subject me to criminal sanction, subject me to personal liability in a civil action at law, including but not limited to injunctive relief, the imposition of a constructive trust, and the disgorging of any profits arising from any unauthorized publication or disclosure. In that regard, I hereby irrevocably assign all rights, title, and interests in any such profits to the United States.

7. I understand that obtaining information under false pretenses or any unauthorized disclosure may be a violation of Federal law and prosecuted as a criminal offense and, in addition to this agreement, may be enforced by means of an injunction or other civil remedy. I also understand that the use of the FBI network and its automated information systems, i.e. the

Automated Case Support (ACS) System, to access records other than in furtherance of authorized responsibilities will be viewed as obtaining information under false pretenses and may be in violation of the Privacy Act.

8. I agree that all the information that I will access will be for the sole purpose of authorized and lawful purposes in furtherance of the responsibilities of the particular Joint Task Force or contract under which the user is being provided access.

(JTF/Contract _____)

9. I have read this agreement carefully. Each of the numbered paragraphs of this agreement is severable and if a court should find any of these paragraphs unenforceable, I agree that the remaining provisions will continue in full force.

10. I accept the above provisions as conditions for my assignment and continued assignment in the FBI. I agree to comply with these provisions both during my assignment in the FBI and following termination of such assignment. I have read this Agreement carefully and my questions, if any, have been answered.

(Signature)

(Type or Print Name)

WITNESS

Witnessed and accepted in behalf of the Director FBI on

(Date)

by

(Signature)

(Type or Print Name)